**COLOCATION HOSTING LICENSE AND HUB CONNECTIVITY AGREEMENT**

This COLOCATION HOSTING LICENSE AND HUB CONNECTIVITY AGREEMENT (the “Agreement”) is made and entered into this    day of      , 20  , by and between Intercontinental Exchange Holdings, Inc., a Delaware corporation (“ICE”), and       , a              [corporation/LLC] (“Licensee”).

WHEREAS, ICE has entered into a Turn Key Datacenter Lease Agreement (the “Lease”) with Digital Lakeside, LLC, a Delaware limited liability company (the “Landlord”), for a portion of a building owned by the Landlord (the “Leased Premises”) located at 350 East Cermak Road, Chicago, Illinois 60616 (the “Building”) for a data center, the Lease permits ICE to enter into licensing agreements between ICE and Licensee and Licensee desires to utilize a portion of the Leased Premises as a collocation center to place and maintain server, computer, switch and/or communications equipment (the “Equipment”) that will interconnect to ICE’s Equipment at the Leased Premises; and/or

WHEREAS, ICE maintains Hub Connectivity Sites at various locations (“Hub Connections”); and

WHEREAS, Licensee desires to obtain access to one or more Hub Connections and ICE wishes to provide to Licensee access such Hub Connections.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party accepts and agrees to be bound by the following provisions of this Agreement:

1. SERVICES.

ICE agrees to facilitate the provision of the Services (as defined below) for Licensee and will charge Licensee the associated fees and costs as detailed in the ICE Hub and Colocation Order Form (the “Order Form”). The term “Services” shall mean those services as set forth in the applicable Order Form.

1. FEES.

Fees will be billed on a monthly basis for Services in place in the respective calendar month. Payment is due within thirty (30) days of receiving an invoice for such amount. ICE may assess a late charge which will be the lesser amount of: one and one half percent (1.5%) per month on all amounts due and not paid within thirty (30) days of the date of ICE’s invoice until the time of payment; or the maximum amount permitted by law. Licensee’s failure to pay amounts when due constitutes a material breach. In addition to all other rights and remedies available to ICE at law or in equity, ICE may also suspend delivery of the Services or any component thereof for as long as any amount remains unpaid after such thirty (30) day period.

1. LICENSEE OBLIGATIONS.

 (a) ICE is required by the Lease to provide contact details of the Licensee to the Landlord. Licensee agrees that it will provide the names, titles and other reasonable contact information for all employees, agents and contractors authorized to have access to the Building or Leased Premises; that it will not authorize or attempt to authorize any person not an employee, agent or contractor of the Licensee to have access to the Building or Leased Premises; and that it will furnish its authorized employees, agents and contractors with the required identifying credentials. Licensee agrees to pay the Landlord the prevailing fee for an Access Card to the Leased Premises for each and every authorized employee, agent or contractor.

 (b) Licensee will comply with all applicable laws and Building rules and regulations; and use the Equipment for only lawful purposes. Licensee acknowledges that its rights are limited by the obligations, covenants and restrictions in the Lease and that Licensee’s rights under this Agreement are subject to and subordinate at all times to the Lease and all of its provisions, covenants and conditions. ICE will provide the Licensee a copy of the Building rules and regulations upon written request.

 (c) Licensee’s use and access to the Leased Premises and ICE’s obligations to continue to provide the Services shall terminate if the Lease is terminated. In the event the Lease is terminated, ICE will use reasonable efforts to work with Licensee and Landlord to assist Licensee in retrieving its Equipment in a timely manner and ICE will notify the Landlord that Licensee’s Equipment does not belong to ICE.

 (d) Licensee agrees to carry appropriate insurance for its Equipment and will not look to ICE or the Landlord to reimburse Licensee for any damage, for any reason, to the Equipment. Neither ICE nor the Landlord shall bear any risk of loss or damage to the Licensee’s Equipment.

 (e) Licensee is solely responsible for the performance, maintenance and payment obligations relating to its Equipment.

 (f) Licensee shall use the Leased Premises only for the placement and maintenance of its Equipment, and shall interconnect its Equipment only with ICE’s Equipment. Any other use of the Leased Premises requires ICE’s and Landlord’s prior written consent.

 (g) This Agreement does not confer on Licensee any rights beyond those allowed for a licensee under applicable law. Licensee acknowledges and agrees that this Agreement is not intended to and does not and will not constitute a lease of tenancy or other interest in the Leased Premises or any other personal or real property. Licensee agrees that its use of the Leased Premises is subject to the terms of the Lease, and that it will take no actions that will cause it or ICE to be in violation of the Lease. In no event shall Licensee have any right (express or implied) to create or permit there to be established any lien or encumbrance of any nature against the Leased Premises, the Building or the surrounding property or against ICE’s interests therein or hereunder, including, without limitation, for any improvement(s) by Licensee, and Licensee shall fully pay the cost of any improvement(s) made or contracted for by Licensee. Any mechanic’s lien filed against the Leased Premises, the Building or the surrounding property, or any portion of any of the above, for work claimed to have been done, or materials claimed to have been furnished to Licensee, shall be duly discharged by Licensee within ten (10) days after filing of the lien. In no event may Licensee sublet any part of the Leased Premises to any third party, or transfer or assign rights to any third party that might give effect to a sub-lease in the Leased Premises.

(h) Licensee and its employees, agents and contractors will not: (1) violate any other lease or agreement for space either in the Leased Premises or elsewhere in the Building, or (2) infringe upon, access, rearrange, modify, improve, add, repair or otherwise alter, or attempt to perform any of these actions, the Equipment or space of ICE or any other Licensee either in the Leased Premises or the Building. In no event shall the Licensee and/or its employees, agents or contractors undertake any actions that could damage or jeopardize the Equipment, facilities, network or personnel of ICE, Landlord or any other tenant or Licensee in either the Leased Premises or Building.

(i) ICE does not assume any responsibility for the installation, maintenance, design, engineering or performance of Licensee’s equipment and facilities.

(j) Licensee will provide and maintain a list of all Equipment placed in the Leased Premises including the associated power requirements, floor loading and heat release. All Equipment placed in the Leased Premises by Licensee must meet the minimum Telcordia Level 1 safety requirements.

(k) Licensee shall comply with all specifications and policies regarding use of the Services (“Specifications”), as provided by ICE to Licensee in writing and as they may be amended from time to time.

 (l) Licensee shall not install, handle, generate, store, treat, use, dispose, discharge, release, manufacture, remove, or transport any Hazardous Materials in the Building. “Hazardous Material” means : (1) any material or substance: (i) which is defined or becomes defined as a “hazardous substance,” “hazardous waste,” “infectious waste,” “chemical mixture or substance,” or “air pollutant” under any applicable law; (ii) containing petroleum, crude oil or any fraction thereof; (iii) containing polychlorinated biphenyls (“PCBs”); (iv) containing asbestos, asbestos-containing materials or presumed asbestos-containing materials; (v) which is radioactive; (vi) which is infectious; or (2) any other material or substance displaying toxic, reactive, ignitable or corrosive characteristics.

4. TERM.

This Agreement shall be deemed effective as of the date first written above and shall extend for as long as an applicable Order Form is in effect. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate on the date the Lease or all applicable Order Form(s) are terminated. Any termination of this Agreement by ICE shall automatically terminate any applicable Order Form(s). ICE will incur no liability to Licensee for such termination, regardless of the cause of the termination of the Services.

5. CONFIDENTIALITY.

(a) Licensee will not, except as expressly authorized or directed by ICE, or as required by law, disclose to any third party, any and all non-public information in any form obtained from ICE arising out of or related to the provision of the Services, including but not limited to, the terms of this Agreement, trade secrets, processes, computer software and other proprietary data, research, information or documentation related thereto, (the “Confidential Information”).

##  (b) In the event that Licensee is required by law or legal process to disclose the Confidential Information, Licensee shall provide ICE with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement, postpone disclosure for the maximum time period permitted under applicable law, and allow ICE the opportunity to seek a protective order or other appropriate remedy. Licensee agrees to cooperate with ICE in any reasonable efforts to obtain such remedies, but this provision shall not be construed to require Licensee to undertake litigation or other legal proceedings on behalf of ICE.

(c) Upon request of ICE and in any event upon the termination of the relationship between the parties or expiration of this Agreement, whichever occurs first, Licensee will deliver to ICE all original electronic and/or paper memoranda, notes, records, tapes, documentation, disks, manuals, files or other documents, and all copies thereof, concerning or containing information relating to the Services that are in Licensee’s possession or control, whether made or compiled by Licensee or furnished to Licensee by ICE, or, at ICE's written direction, destroy such materials, and provide written certification to ICE that the information has been returned or destroyed. Each party hereby agrees that it will not retain any copies, extracts or other reproductions in whole or in part of any received trade secrets or confidential material.

6. WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION.

 (a) LICENSEE ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT ICE MAKES NO WARRANTY WHATSOEV­ER TO LICENSEE AS TO THE SERVICES, EXPRESS OR IM­PLIED, AND THAT THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS AT LICENSEE’S SOLE RISK. ICE EXPRESSLY DISCLAIMS ANY IMPLIED WARRAN­TIES OF MERCHANT­ABIL­ITY OR FITNESS FOR A PARTICU­LAR PURPOSE. NEITHER ICE, its affiliates, NOR their respective DIRECTORS, MANAGERS, OFFICERS, SUBSIDIARIES, SHAREHOLDERS, EMPLOY­EES OR AGENTS MAKE ANY WARRANTY WITH RESPECT TO, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO, licensee FOR (i) THE ACCURA­CY, adequacy, TIMELI­NESS, COM­PLETE­NESS, compliance with rules or regulations, NONINFRINGEMENT, RELIABILITY, SEQUENCING, PERFOR­MANCE OR CONTINUED AVAILABILITY OF THE SERVICES OR (ii) DE­LAYS, OMIS­SIONS OR INTERRUPTIONS THERE­IN or (iii) COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND FURTHERMORE, NO GUARANTEE IS MADE AS TO THE EFFICACY OR VALUE OF ANY SERVICES PERFORMED OR SOFTWARE, DATA, CODE OR OTHER MATERIALS DEVELOPED. NEITHER ICE NOR LANDLORD SHALL BE LIABLE OR RESPONSIBLE TO LICENSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY TYPE WHICH LICENSEE MAY SUSTAIN OR INCUR IF THE QUANTITY OR CHARACTER OF THE UTILITY PROVIDED ELECTRIC SERVICE IS CHANGED, IS NO LONGER AVAILABLE, OR IS NO LONGER SUITABLE FOR LICENSEE’S REQUIREMENTS. FURTHER, LICENSEE ACKNOWLEDGES THAT ICE IS PROVIDING THE SERVICES AND QUESTIONS OR ISSUES REGARDING THE SERVICES MUST BE DIRECTED TO ICE. LICENSEE UNDERSTANDS THAT ICE WILL PROVIDE POWER AND COOLING SERVICES IN CONNECTION WITH THE SERVICES BUT IN NO WAY DOES ICE WARRANT, REPRESENT THE ADEQUACY OR GUARANTEE THE SUFFICIENCY OF THE POWER SUPPLY OR COOLING SERVICE. NEITHER ICE NOR LANDLORD SHALL BE LIABLE OR RESPONSIBLE TO LICENSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY TYPE WHICH LICENSEE MAY SUSTAIN OR INCUR IF THE QUANTITY OR character OF THE UTILITY PROVIDED ELECTRIC SERVICE changed, is no longer available, or no longer suitable for licensee’s requirements.

 (b) To the fullest extent permitted by law, Licensee shall indemnify, protect, and hold harmless ICE, and each of their respective directors, officers, affiliates, employees and agents from and against any and all losses, liabilities, judg­ments, suits, actions, proceedings, claims, damages, costs (includ­ing attorney's fees) resulting from or arising out of: (a) any act or omission by any person using the Services, whether or not has authorized such access; (b) the use or occupancy of the Leased Premises, the Building or the surrounding property by Licensee or any person claiming by, through or under Licensee, its partners, and their respective officers, agents, servants or employees, (c) the negligence or willful misconduct of Licensee or any other Licensee with respect to the Leased Premises, the Building or the surrounding property; or (d) any default of this Agreement by Licensee. Notwithstanding any provision to the contrary contained in this Section 6, nothing contained in the Section 6 shall be interpreted or used in any way to affect, limit, reduce or abrogate any insurance coverage provided by any insurer to either Licensee or ICE.

 (c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL ICE OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDEN­TAL, PUNITIVE OR CONSE­QUEN­TIAL DAMAG­ES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOST DATA, LOST TIME OR GOOD WILL, EVEN IF THEY HAVE BEEN AD­VISED OF THE POSSIBILI­TY OF SUCH DAMAG­ES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT THAT ICE IS DETERMINED TO BE LIABLE TO LICENSEE FOR ANY CAUSE, LICENSEE EXPRESSLY AGREES THAT IN ENTERING INTO THIS AGREEMENT, ICE’S AGGREGATE LIABILITY, FOR ANY DAMAGES OR LOSSES UNDER ALL CAUSES OF ACTION, WILL NOT EXCEED THE FEES PAID AND PAYABLE BY LICENSEE TO ICE UNDER THIS AGREEMENT FOR THE SERVICE(S) IN QUESTION IN THE SIX (6) MONTHS SUCH LIABILITY IS ALLEGED TO HAVE ARISEN. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE LICENSEE’S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL ICE OR ITS AFFILIATES BE LIABLE FOR ANY TELECOMMUNICATIONS CHARGES OR OTHER COSTS INCURRED, BY LICENSEE IN ACCESS OR USING ANY OF THE SERVICES.

NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICES MAY BE BROUGHT BY LICENSEE MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

7. SUSPENSION. ICE may, without incurring any liability, suspend Licensee’s connection or any or all Services at any time, without notice and without cause.

8. REDISTRIBUTION. Licensee may not redistribute any Services, unless otherwise permitted pursuant to a separate written agreement with ICE or pursuant to a published policy of ICE.

9. MISCELLANEOUS.

 (a) The covenants contained herein shall be construed as agreements independent of each other and of any other provision of any contract between the parties hereto, and the existence of any claim or cause of action by Licensee against ICE, whether predicated upon this or any other contract, shall not constitute a defense to the enforcement by ICE of said covenants.

 (b) If any provision or any part of any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the intent of the parties hereto.

 (c) This Agreement shall be binding upon the parties to this Agreement and their respective, heirs, administrators, executors, lawful successors and permitted assigns.

 (d) This Agreement and the rights and liabilities of the parties to the Agreement will be determined in accordance with the substantive laws of the State of New York without giving effect to its rules regarding conflicts of laws. The parties agree that any controversy or claim arising out of or relating to this Agreement or breach of this Agreement must be tried in a court of competent jurisdiction in the state and county of New York, and the parties consent to the personal jurisdiction of these courts. The U.N. Convention on the International Sale of Goods does not apply to this Agreement and is disclaimed.

 (e) This Agreement may be executed in counterparts, each of which will constitute an original but all of which together constitute a single document.

# (f) Unless otherwise provided, all notices and other communications required or permitted under this Agreement shall be in writing and shall be: (1) mailed by United States certified mail, postage prepaid, return receipt requested (2) delivered personally by hand or by a nationally recognized courier or (3) e-mailed to the e-mail address set forth below (with e-mail acknowledgement of receipt) to the address set forth below.

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| ICE: | Intercontinental Exchange Holdings, Inc.Attn: General Counsel5660 New Northside Drive3rd FloorAtlanta, GA 30068Fax: (770) 857-4755E-mail: legal-notices@theice.com |
| Licensee: |                          |

A party may change its notice address by ten (10) days’ advance written notice to the other party.

 (g) This Agreement may not be assigned by either party without the prior written consent of the other, except that ICE may assign this Agreement to its affiliates and successors in interest without obtaining such consent.

 (h) This Agreement embodies the entire understanding and agreement between the parties with respect to the subject matter herein and supersedes all prior understandings and agreements, written or oral, between the parties relating thereto, and may be waived only by a writing signed by the party waiving its rights. ICE may amend this Agreement and the Specifications from time to time by providing written notice of the amendment to Licensee. If any amendment to this Agreement or the Specifications has a material adverse impact on Licensee, Licensee may, within 30 days from notification of the amendment, provide ICE with no more than 90 days’ written notice of Licensee’s termination of this Agreement. If Licensee terminates this Agreement under this Section 9(h), the amendment will not apply for the remainder of the term of this Agreement.

 (i) ICE shall incur no liability to Licensee with respect to, and shall not be responsible for any failure to perform, any of its obligations hereunder if such failure is caused by any reason beyond the reasonable control of ICE to perform such obligations, including, but not limited to, strike; labor trouble; governmental rule, regulations, ordinance, statute or interpretation; fire; earthquake; civil commotion; acts of war or terror; acts of God; required maintenance work; civil commotion; or failure or disruption of utility services (collectively, “Force Majeure”). The amount of time for ICE to perform any of its obligations shall be extended by the amount of time it is delayed in performing such obligation by reason of any Force Majeure occurrence whether similar to or different from the foregoing types of occurrences.

 (j) The following Sections shall survive any termination or expiration of this Agreement: 3, 5, 6, 8 and 9.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the day and year first above written, and each party represents and warrants to the other that it is legally free to enter into this Agreement.

Intercontinental Exchange Holdings, Inc.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_